

**PROFFER STATEMENT  
KINGSTOWNE PDC SECTION  
PCA 84-L-020-20  
January 30, 2006**

Pursuant to Section 15.2-2303(A) of the Code of Virginia, 1950, as amended, and Section 16-403 of the Zoning Ordinance of Fairfax County (1978, as amended), Apple Federal Credit Union and Kohl's Department Stores, Inc., their successors and assigns (the "Applicant" or "Developer") in this Proffer Condition Amendment ("PCA") proffers that the development of the parcel under consideration and shown on the Fairfax County Tax Maps as Tax Map Reference No. 91-2 ((1)), Parcels 32C and 32E (hereinafter referred to as the "Property") will be developed in accordance with the following conditions if, and only if, said PCA is granted. In the event said application is denied, this proffer statement shall be rendered null and void.

Except as modified below, the Property is governed by the Proffer of Development Conditions dated June 17, 1985, of DPA C-448-2 and RZ 84-L-020 and the subsequent amendments that apply to the Property, Proffer Statement dated November 17, 1992 of PCA 84-L-020-4, and Proffer Statement dated April 29, 1996 of PCA 84-L-020-10, except for the following modification to Proffer 67a.:

67a. Development of that portion of the Towne Center identified as Building X and Building X-1 shall be in accordance with the plan entitled Proffered Condition Amendment/FDPA, Kingstowne-Commercial 34, prepared by BC Consultants, Inc., dated June 20, 2003, and revised through January 6, 2006.

In addition to the above-referenced proffers, the development of the parcel under consideration and shown on the Fairfax County Tax Maps as Tax Map Reference No. 91-2 ((1)), Parcels 32C and 32E (hereinafter referred to as the "Property"), which is the subject of application number PCA 84-L-020-20, will be developed in accordance with the following additional conditions if, and only if, said PCA is granted:

1. Apple Federal Credit Union shall enter into a license agreement with the Fairfax County Board of Supervisors to provide twelve (12) parking spaces on the Property for a commuter park-and-ride facility within the proposed parking lot for the Credit Union building, as shown on the CDP/FDP. Subject to the provisions set forth in the license agreement, the twelve (12) spaces shall be available for use upon issuance of the NON RUP for Apple Federal Credit Union. The spaces shall be made available from 5:00 am to 11:00 pm, Monday thru Friday, excluding holidays, for a period of 10 (ten) years from the time they are first made available, after which either party may terminate the agreement upon thirty (30) days written notice, or upon the occurrence of certain events set forth in the license agreement. The license agreement shall stipulate that either party may terminate the agreement during the initial ten year period in the event that commuter parking in excess of the twelve spaces on the Property is occurring on a regular basis within the adjacent Kohl's parking lot. Fairfax County shall provide all necessary signage.

KOHL'S DEPARTMENT STORES, INC.

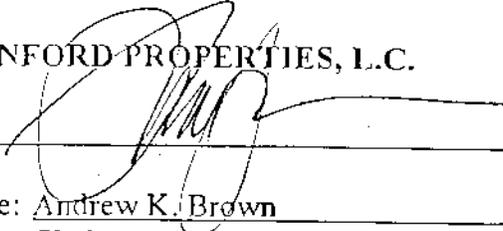


By: 

Name: Richard D. Schepp

Title: Executive Vice President

STANFORD PROPERTIES, L.C.

By: 

Name: Andrew K. Brown

Title: Chairman